| | |
|---|---|
| ST. CHARLES SINCE 1834 | **Notice to Professional Service Providers** |
| | **Landscape Design for Electric Services & Environmental Services Facilities #1011** |

A **Formal Request for Proposal** for the above work is posted on our city website: https://www.stcharlesil.gov/bids-proposals

**Brief Description:** The City of St. Charles seeks consulting services from a landscape design expert. The chosen expert will provide individualized designs for the City's electric substations, wells, and lift stations to modernize the landscaping and make these facilities more appealing to the public.

**Targeted Timeframe** ***(subject to change without notice)***

| | | |
|---|---|---|
| RFP published | https://www.stcharlesil.gov/bids-proposals | Wednesday Jan. 2, 2019 |
| Pre-proposal Meeting/Site Visit | None; all sites are available to the public | |
| Questions due prior to 8:00am | Procurement@stcharlesil.gov | Monday Jan 14, 2019 |
| Answers published | https://www.stcharlesil.gov/bids-proposals | Wednesday Jan 16, 2019 |
| Responses to RFP due prior to 8:00am | reference sealed bid label | Thursday Jan. 24, 2019 |
| There will not be a public opening. | | |
| Council Award | public City Council Meeting | Late February |

**Bid Bond** of 10% is NOT required.

**Service Period:**
Phase 1: Preliminary designs delivered to the city: April 2019
Phase 2: Final plans and drawings for solicitation documents delivered to the city: May 2019

**Locations:** Reference Proposal Response Documents page 3: Response Cost Proposal Page

**Solicitation Document includes:**

- Notice to Professional Service Providers
- Section 1: Instructions to Proposers for Professional Services
- Section 2: Special Provisions for Professional Services
- Section 3: **Requirements and Specifications**
- Section 4: Proposal Response Documents
  - Page 1: Response Cover Page
  - Page 2: Response Signature Page
  - Page 3: Response Cost Proposal Page
  - Page 4: Certification of Compliance
  - Page 5: **Service Provider Response Requirements**
  - Page 6: Customized Mailing Label for Sealed Submittal
- Section 5: Award Document
  - Exhibit A: This solicitation document and all addenda
  - Exhibit B: Awarded Response and Clarification Documents
  - Exhibit C: Insurance Requirements
  - Exhibit D: Change Order Document

# INSTRUCTIONS TO PROPOSERS FOR PROFESSIONAL SERVICES

Solicitations are open to all qualified firms actively engaged in providing the services specified and inferred.

**SOLICITATION PROCESS**

**Request for Proposal:**

1) The City of St. Charles solicits qualified firms for Professional Services.
2) Firms are qualified based on either
   a) A public formal Request for Qualifications which may be either a separate solicitation or incorporated within a Request for Proposal
   b) Prior experience with the City's facilities, equipment, infrastructure, or issue at hand.
3) A formal Request for Proposal is submitted to qualified firms.
4) It is the responsibility of the Proposer to seek clarification of any requirement that may not be clear. Questions concerning this request shall be submitted via e-mail to Procurement@stcharlesil.gov by the last date for questions as reflected on the cover page of this document. A written response in the form of an addendum will be published by the date stated.
5) Proposers shall acknowledge the receipt of any addendum on the cover page of their proposal *(provided)*.

**The Cone of Silence:**

6) The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences.
7) During the period beginning with the issuance of the Request for Proposal through the execution of the award document, proposers are prohibited from all communications regarding this request with City staff, City consultants, City legal counsel, City agents, or elected officials.
8) Any attempt by a proposer to influence a member or members of the aforementioned may be grounds to disqualify the proposer from participation in this solicitation.

**Exceptions to the Cone of Silence:**

9) Written communications directed to Procurement@stcharlesil.gov
10) All communications occurring at pre-bid meetings
11) Oral presentations during finalist interviews, negotiation proceedings, or site visits
12) Oral presentations before publicly noticed committee meetings
13) Contractors already on contract with the City to perform services for the City are allowed discussions necessary for the completion of an existing contract.
14) Procurement of goods or services for Emergency situations

**INVESTIGATION:**

15) It shall be the responsibility of the Proposer to make any and all investigations necessary to become thoroughly informed of what is required and specified.
16) If a work site is involved in this solicitation, and the site of the work is:
   a) An area restricted from the general public, an opportunity will be provided for proposers to perform this inspection.
   b) An area open to the general public, the proposer may perform their inspection at a time of their choosing.

**PROPOSALS:**

17) Proposals must be structured as stated in the Special Provisions for Professional Services section of the Request for Proposal.
18) Documents should not utilize binders, folders, tabs or papers larger than 8.5 X 11.
19) Delivery of a proposal is acceptance of the City's Contract for Professional Services (*attached)*. Proposals containing terms and conditions contrary to those specified may be considered non-responsive.

**Signatures as Offer:**

20) Under the conditions of the Uniform Commercial Code, the signing of the proposal by the proposer constitutes an offer. If accepted by the City, the offer becomes part of the contract.
21) Signatures *(reference signature page)* by
   a) Individuals or sole proprietorships shall be signed by a person with the authority to enter into legal binding

contracts. Said individual shall use his usual signature.

b) Partnerships shall be signed with partnership name by one of the members of the partnership, or an authorized representative, followed by the signature and title of the person signing.

c) Corporations shall be signed with the name of the corporation, followed by the signature and title of person authorized to bind it in the matter.

**Withdrawal of Offers:**

22) Offers may be withdrawn at any time prior to the due date. Requests to withdraw an offer shall be in writing, properly signed, and received at Procurement@stcharlesil.gov prior to the due date.
23) Offers may not be withdrawn after the due date without the approval of the Procurement Division Manager.
24) Negligence in preparing an offer confers no right of withdrawal after opening/due date.

**Timeframe and Consequences:**

25) Offers must be received before the designated time.
26) Offers received after the designated time will be returned to the sender without review. Offers received late that may be attributed to delays by overnight delivery services, or by delivery services trying to deliver when offices are closed, will be considered late and returned to the sender.
27) Unless otherwise specified in the solicitation, offers shall be binding for ninety (90) calendar days following due date.

**Receipt of Formal Offers:**

28) Firms submitting formal offers will be identified on a formal List of Proposers published on the city's website www.stcharlesil.gov within two business days.

**TAXES:**

29) The City is exempt by law from paying sales tax on goods, equipment, and products permanently incorporated into the project, from State and City Retailer's Occupation Tax, State Service Occupation Tax, State Use Tax and Federal Excise Tax.
30) The City's Sales Tax Exemption Number is E9996-0680-07.

**EVALUATION of Offers**

**Rejection of Offers**

The city reserves the right to reject any and all offers in whole or in part according to the best interests of the City.

**Receipt of One (or too few) offers**

31) If the City receives one or too few proposals, as defined by the City, the City may reschedule the due date. The offers received will either be:
    a) returned unopened to the Proposer for re-submittal at the new due date and time, or
    b) if there are no changes in requirements, and pending agreement with the Proposer, held until the new due date and time.
32) If the request was publicly broadcast, and the City did not receive any proposals, the City may negotiate with any interested parties.

**Confidential Information**

33) Proposals are subject to Illinois State FOIA requirements including the following exemptions:
    a) (5 ILCS 140/7) (From Ch. 116, par. 207) Sec. 7.
    b) Exemptions. (1) The following shall be exempt from inspection and copying: (g) Trade secrets and commercial or financial information obtained from a person or business where the trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged or confidential, and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business and only insofar as the claim directly applies to the records requested.
34) ***Proposers considering requests to be proprietary and confidential should submit an additional redacted offer. Failure to do so may result in information becoming available to the public.

**REQUIREMENTS if Awarded the Work:**

**Insurance:**

35) The successful Proposer, if awarded by contract, will be required to carry insurance acceptable to the City. (Reference Contract Exhibit C).
36) Certificates of Insurance, Endorsements, and a Waiver of Subjugation must be submitted with the execution of the order.
37) The Proposers obligation to purchase stated insurance cannot be waived by the city's action or inaction.

**Security Clearance:**

38) Background checks inclusive of finger printing MAY be required for service providers working in secured areas. Service providers will submit a list of employees' names to the Project Manager who will coordinate the background checks with the city's police department.
39) Anyone with a background history showing a conviction for a felony; theft history of any kind, sex offense history, or any crime involving moral turpitude, illegal drug or narcotics use, sale or possession, or anyone showing a felony charge pending, or who has any outstanding warrants of any type, including misdemeanor traffic or felony warrants, may be subject to arrest, and will not be allowed to work under this contract.

**AUDIT:**

40) The successful Proposer may be audited by the City or an agent of the City. Audits may be at the request of federal or state regulatory agencies, other governmental agencies, courts of law, consultants hired by the City or other parties which in the City's opinion requires information. Data, information and documentation will include, but not be limited to, original estimate files, change order estimate files, detailed worksheets, subcontractor proposals, supplier quotes and rebates, and all project related correspondence, and subcontractor and supplier change order files.

**PROTESTS:**

41) Any Proposer who claims to be aggrieved in connection with the selection process, a pending award, or other reasonable issue may initiate a protest.
    a) Protests involving the solicitation process must be presented in writing to Procurement@stcharlesil.gov no later than the last date for questions as reflected on the cover page of this document.
    b) Protests involving the evaluation of offers, staff recommendations, or the award process must be submitted in writing to Procurement@stcharlesil.gov no later than three business days after bid results are publicly posted.
42) Protests must include: the name and address of the protestor; the title and solicitation # of the solicitation; and if available: if an award has been recommended, the city public meeting agenda #, the award document number, identification of the procedure that is alleged to have been violated; precise statement(s) of the relevant facts; identification of the issue to be resolved; protestor's argument and supporting documentation (Exhibits, evidence, or documents to substantiate any claims).
43) A person filing a notice of protest will be required; at the time the notice of protest is filed, to post a bond in the form of a cashier's check in an amount equal to twenty-five percent of the City's estimate of the total volume of the award, or $1,000, whichever is less.
    a) If the decision of the Protest does not uphold the action taken by the City, then the City shall return the amount, without deduction, to the Proposer filing the protest.
    b) If the decision of the Protest upholds the action taken by the City, then the City shall retain the amount of the cashier's check in payment for a portion of the cost and expense for time spent by City staff in responding to the protest and in conducting the evaluation of the protest.
44) Upon receipt of the notice of protest, the Procurement Division Manager shall stop the award process.
    a) The Procurement Division Manager will rule on the protest in writing within two business days from receipt of protest.
    b) Appeals of the Procurement Division Manager's decision must be made in writing within two business days after receipt thereof and submitted to the City Administrator for final resolution. Appellant shall have the opportunity to be heard and an opportunity to present evidence in support of the appeal.
    c) The City Administrator's decision is final.

# Special Provisions for Professional Services

**Part 1: REGARDING THE SOLICITATION PROCESS:**

**A) Submittal Structure:**

1) Response Cover Page will be page 1 of your submittal *(attached)*
2) Response Signature Page will be page 2 of your submittal *(attached)*
3) Response Price Proposal Page will be page 3 of your submittal *(attached)*
4) Certification of Compliance will be page 4 of your submittal *(attached)*
5) Response Requirements *(attached)*, and the requested attachments, will be page 5+ of your submittal
6) Submit all of the below in one sealed envelope identified with the enclosed label:
   i. 1 original for Procurement
   ii. 1 original for Project Manager
   iii. 1 file copy via USB Flashdrive for Procurement identified with solicitation # and project name.
   iv. If your proposal includes confidential information as defined by FOIA (5 ILCS 140/7) (From Ch. 116, par. 207) Sec. 7 provide
      1. 1 redacted original identified as REDACTED ORIGINAL
      2. 1 file copy on the same above USB Flashdrive, identifying file as REDACTED ORIGINAL

**B) Service Provider Response Requirements** *(reference Proposal Response Documents page 5)*

**C) Cost Proposal** *(reference Proposal Response Documents page 3)*

1) Identify design costs for each location
2) Consultant will need to state if pricing is contingent upon being awarded a certain amount or all of the work, and if possible, provide alternative pricing.
3) Provide a projected hourly rate to facilitate the possibility of Change Orders.
4) Provide additional services not included in the scope of work for consideration by the City. An example would be the additional cost for a presentation at a City Council meeting, or installation oversight.

**D) Evaluation Criteria:** Proposals will be evaluated on the following criteria – not listed in any particular order.

1) Qualifications and Experience related to landscape designs of public utility infrastructure
2) Demonstrated understanding of the different needs of the different facilities and locations
3) Quality of References
4) Proposed Schedule
5) Proposed Costs
6) Proposed Methodology

**E) Evaluation Process**

1) An evaluation team will review all proposals based on evaluation criteria. The evaluation team is composed of the Department Head, Project Manager, Procurement Division Manager and others as required.
2) Proposals will be reviewed for compliance, and if compliant, will be deemed responsive.
   i. Responsive proposals are inclusive of, but not restricted to: received prior to the due date and time, completed as stated in the solicitation request, inclusive of all requirements, able to meet delivery requirements, accepting of all contract terms and conditions.
   ii. The degree to which a proposal meets the requirements is determined solely on the judgment of the Procurement Division Manager.
3) Proposer Qualifications will be reviewed, and if qualified, will be deemed responsible.
4) Proposals deemed both Responsive and Responsible will be reviewed by the evaluation committee. The committee will utilize the above criteria when reviewing proposals.
   i. The City reserves the right to seek clarification of proposals.
5) Proposed Fees will be analyzed for totality of costs.
6) Finalists may be invited for an interview.
   i. The City does not intend to interview all proposers.

ii. Proposers may be required to submit additional data during the interview process.

7) The City will review references as provided by the proposer. The city reserves the right to contact additional references who may not have been identified within the proposal.
8) Final Selection:
   i. The City reserves the right to negotiate the price and any other term with the most favorable proposer.
   ii. If a negotiated agreement cannot be reached with the front runner, the City may proceed to negotiate with the second best offer.
   iii. Any oral negotiations must be confirmed in writing to Procurement@stcharlesil.gov within 2 business days.
9) The City's determination of award for best overall value will consider the following non-exclusive list: available project management resources, soft costs of contract management; and training costs.

**F) Basis of Award**

1) Award is based on the best overall value to the City; and deemed most advantageous to the City, based on the totality of lawful considerations, price and other factors considered.
2) While numeric evaluations may be used in some aspects of the process to identify strengths and weaknesses of proposals, and to establish a ranking, the final decision will be a business decision by the City and will not be based on a numerical score. A recommendation to award will document the basis for the award decision.
3) Except as otherwise stated, proposers will be awarded within ninety (90) days from the opening date.

**G) Intent to Award**

1) The intent is to award all of the designs as a lump sum, but it is possible that the Electric, Water, and Wastewater Departments will award to separate Consultants.
2) It is also possible that only certain sites would be awarded, so each site price should be self-sufficient.
3) The City reserves the right to award a shorter term of service, by phase or deliverable, part or portion of a phase or deliverable, any line item or option regardless of order listed.

## Part 2: REGARDING THE WORK

**H) The Agreement for Professional Services** is attached for reference at the end of this document.

**I) Contract Administration:**

1) A "Work May Proceed" order will be issued by Procurement upon confirmation of a properly executed contract.
2) Once the "Work May Proceed" order is issued, the work will be turned over to the city's Project Manager.
   i. The Project Manager's primary responsibility is to assure the city receives the professional services in accordance to the requirements of the contract. The Project Manager will, but is not limited to: oversee the entire project from kick-off activities through close out and payment of final invoice; monitor project progress; address any quality issues and change orders; review and approve deliverables.
   ii. The Procurement Division Manager becomes involved with contract compliance issues.

**J) Communications Plan:** The Service Provider is required to provide the City's Project Manager with updates of the project inclusive of but not limited to: portion of work completed, assumptions, problems encountered… The updates can be in person or over the phone, at the discretion of the city.

**K) Change Order Procedure:** The city reserves the right to make changes to the Scope of Work by altering, adding to, or deducting from the work, without invalidating the contract. All such changes shall be executed under the conditions of the original contract.

1) Issuance of a memo or verbal approval is not to be considered a Change Order and is not authorization to proceed.
2) Approved Change Orders are required with any/all changes in, the Scope of Work, the contract sum, the time for completion of services, renewal or any combination thereof.
3) Change orders will describe the city approved change(s), will refer to the service provider's recommended proposal for change, and will be signed by the city and the service provider prior to implementing the change.

4) All Change Orders shall clearly identify the impact of cost and the effect on time required to perform the work associated with the proposal.
5) If the service provider's proposal is found to be satisfactory and in proper order, and both parties agree upon cost or credit and timeframe for the change, the city will authorize the documented Change Order which will be confirmed as a contract amendment.

**L) Payment:**

1) Services shall be invoiced as follows:
    i. Phase 1: Receipt and acceptance of preliminary plans
    ii. Phase 2: Receipt and acceptance of final plans and drawing for solicitation purposes.
2) Authorization of payment requires receipt of service providers invoice, acceptance of services by Project Manager and receipt of other required paperwork.
3) The City complies with the Illinois Local Government Prompt Payment Act which states that any bill approved for payment shall be paid within 30 days after date of approval.

**M) Service Issues:** The service provider shall not be reimbursed until services are compliant.

# Requirements and Specifications

## I. CITY OF ST. CHARLES OVERVIEW

The City of St. Charles is located 35 miles west of the City of Chicago in both DuPage and Kane counties, incorporates approximately 15 square miles of area, bisected by the Fox River, and has a population of approximately 33,000 residents. The City has an Aldermanic form of government with an elected Mayor and a City Administrator responsible for daily operations. The City is a home rule municipality.

The Electric Utility Division (Electric and Meter services) and the Environment Services Division (Water and Wastewater services) reside in the Public Works department. The City operates its own electric distribution system and has nine electric substations. The City operates 12 wells and water sites to provide water to its customers and operates two wastewater treatment facilities and 15 wastewater and lift station facilities.

## II. PURPOSE AND BACKGROUND

The City's current Electric Services and Environmental Services facilities have either dated or non-existent landscaping. Many of these facilities are embedded within residential neighborhoods or business areas and very much in the public eye.

The City desires to improve the aesthetics of our facilities, specifically with improved landscaping, to be better stewards of our community.

## III. SCOPE OF WORK

This project begins with a review of the existing conditions at the different locations and assessment of the landscaping with respect to the location. The project then moves to a preliminary design phase where the Consultant will provide drawings of revised landscaping, and estimated costs to implement the designs for each site. These preliminary designs and costs will be presented to City staff for comment prior to Consultant being approved to produce final drawings/designs. The purpose of the final drawings/designs is to provide the City with documents that can be used for bidding Landscape Contractors.

Note that where different facilities are adjacent to each other, or somewhere with existing landscape, Consultant should consider either blending plans together into something with continuity, or purposefully creating a separation and different looks.

Services related to the physical landscape contractor construction are out of scope.

## IV. DELIVERABLES

The selected proposer will:

- Review existing City sites **prior** to providing a proposal to familiarize themselves with the different wells, substations, lift stations, and treatment plants and become knowledgeable on the size and complexity of each site.

Phase 1

- After award, meet with City staff to discuss overall goals and unique design elements that need to be considered at specific sites
- Provide City staff with preliminary designs. Consultant should expect to use aerial photos or other means for creating the base layers. City does not have scale CAD drawings of most of the sites
- Meet with City staff to go over preliminary designs

- Discuss the cost and maintenance requirements related to different designs

<u>Phase 2</u>

- Make any requested changes to the designs based on City staff input
- Provide final designs that include scale drawings, planting lists, and estimated quantities that the City can send out to bid for Landscape Contractors.

| | | |
|---|---|---|
| ST. CHARLES SINCE 1834 | **Response Cover Page**<br>**This is page #1 of your response.** | |
| | **Landscape Design for Electric Services & Environmental Services Facilities #1011** | Based on Addendum # _____ |

**Please do not submit punched or perforated pages, nor bind your proposal in anything other than paperclips.**

| **Proposal Prepared By:** | | **Contacts:** | |
|---|---|---|---|
| Firm Name | | **Operations** | |
| DBA | | Contact Name | |
| Address | | Contact Phone # | |
| | | Contact E-mail | |
| City, St, Zip | | **Sales** | |
| Signature | | Contact Name | |
| Print Name | | Contact Phone # | |
| Position | | Contact E-Mail | |
| Phone # | | **Billing** | |
| Fax # | | Contact Name | |
| E-mail Address | | Contact Phone # | |
| | | Contact E-Mail | |

**This business Firm is** (check one) ☐ An Individual ☐ A Partnership ☐ A Corporation ☐ An LLC

**Exceptions: (check one)**

☐ This proposal meets and accepts all Requirements, Specifications, Terms and Conditions and Contract Language.

☐ We hereby take the following Exceptions to the Requirements, Specifications, Terms and Conditions and Contract Language *(reference section name and identifying reference)*:

| | | |
|---|---|---|
| ST. CHARLES SINCE 1834 | **Signature Page**<br>**This is page #2 of your response.** | |
| | **Landscape Design for Electric Services & Environmental Services Facilities #1011** | Based on Addendum # _____ |

The undersigned proposes and agrees, after having examined the requirements and specifications, to irrevocably offer to furnish the services in compliance to all terms, conditions, specifications and applicable addenda. I (we) hereby certify and affirm that being first duly sworn an oath, deposes and states that all statements made herein are made on behalf of the Offeror, that this despondent is authorized to make them and the statements contained herein are true and correct.

***If an Individual***

By: _____
Signature

_____
Title

***If a Partnership***

By: _____
Signature

_____
Title

By: _____
Partner

***If a Corporation***

By: _____
Signature of person authorized to sign

_____
Title

ATTEST_____

***If a Joint Venture***

By: _____
Signature

_____
Title

By: _____
Signature

_____
Title

DATE_____

Attach seal here.

| | | |
|---|---|---|
| ST. CHARLES SINCE 1834 | **Response Price Proposal Page**<br>**This is page #3 of your response.** | |
| | **Landscape Design for Electric Services & Environmental Services Facilities #1011** | Based on Addendum # _____ |

I (we) propose to furnish all services as specified in the attached solicitation documents at the below price. No additional charges over said pricing will be accepted by the city without an authorized change order and written approval by the Purchasing Division Manager confirmed via purchase order amendment.

| **Electric Substations** | **Address** | **Initial Design** | **Final Plans** | **Notes** |
|---|---|---|---|---|
| SUB. 2 | 630 North 12th Street | $ | $ | |
| SUB. 3 | 300 N. 1st Avenue | $ | $ | |
| SUB. 5 | 2561 DuKane Drive | $ | $ | |
| SUB. 6 | 1405 Prairie Street | $ | $ | |
| SUB. 7 | 1000 Dunham Road | $ | $ | |
| SUB. 8 | 650 Peck Road | $ | $ | |
| SUB 9 | 850 Equity Drive | $ | $ | Solar Plant not included. Substation berms have been planted in native grasses (still in warranty period). Focus should be on eastern side adjacent to Park District Parking Lot |
| LDC1 | 609 S. Kirk Road | $ | $ | |
| LDC2 | 3701 N. 5th Ave (Route 25) by Water Tower at Red Gate Road | $ | $ | |
| | **Subtotal Electric Substations** | **$** | **$** | **$** |

| **Water** | **Address** | **Initial Design** | **Final Plans** | **Notes** |
|---|---|---|---|---|
| Well #3 | 15 N. Riverside (north side of City Hall) | $ | $ | |
| Well #4 | 8 State Avenue (down alley next to Police Dept.) | $ | $ | |
| Reservoir | 300 North Riverside – west of Substation 3 | $ | $ | |
| Well #7 | 210 Randall Road | $ | $ | |
| Well #8 | 454 S. 37th Avenue | $ | $ | |
| Well #9 | 5N061 Route 25 (5th Avenue) | $ | $ | |
| Well #11 | 2900 N. 5th Avenue | $ | $ | |
| Well #13 | 2595 Oak Street | $ | $ | |
| Booster & Wells 3&4 | 250 N. Riverside | $ | $ | |

| | | | | |
|---|---|---|---|---|
| Campton Water Tower | 37W585 Campton Hills Road | $ | $ | |
| 10th Street Water Tower | 103 S. 10th Street | $ | $ | |
| Red Gate Water Tower | 3701 N. 5th Ave – Red Gate Road and Rt 25 | $ | $ | |
| | **Subtotal Water** | **$** | **$** | **$** |

| **Wastewater** | **Address** | **Initial Design** | **Final Plans** | **Notes** |
|---|---|---|---|---|
| 7th and Division | 533 Division St | $ | $ | |
| Country Club | 1250 Country Club Rd | $ | $ | |
| Kingswood | 791 King Edwards Ave | $ | $ | |
| Oak Crest | 1040 Crestwood Circle | $ | $ | |
| Pheasant Run | 4048 E Main St | $ | $ | |
| Pine Ridge | Woodward Drive & Oak Street | $ | $ | |
| Red Gate/Crane Road | 36W501 Crane Rd | $ | $ | |
| Reneaux Manor | 3368 St Michel Ct | $ | $ | |
| Riverside | 1500 Riverside Dr | $ | $ | |
| Royal Fox 1 | 4400 Royal Fox Dr | $ | $ | |
| Royal Fox 2 | 1405 Dunham Rd | $ | $ | |
| Washington | 810 Washington | $ | $ | |
| Wild Rose | 13 Wildrose Springs Dr | $ | $ | |
| Woods of Fox Glen | 1000 Glen Briar Ct | $ | $ | |
| Zylstra | SW corner of Randall Rd & Rt. 64 – Behind (west of) 51 S. Randall (Mobil/7-11) | $ | $ | |
| | **Subtotal Wastewater** | **$** | **$** | **$** |

| **SUMMARY OF PRICES** | **Initial Design** | **Final Plans** | |
|---|---|---|---|
| Subtotal Electric Substations | $ | $ | $ |
| Subtotal Water | $ | $ | $ |
| Subtotal Wastewater | $ | $ | $ |
| **GRAND TOTAL** | **$** | **$** | **$** |

**Is pricing contingent upon being awarded a certain amount of the work?** ☐**Yes** ☐**No**

**Price per hour to facilitate the possibility of Change Orders $_____/hr**

**Price for Additional Services as described in Service Provider Response Requirements page.**

# Certification of Compliance

**This is page #4 of your response.**

**(A)** The undersigned certifies that, pursuant to the **Equal Opportunity Employer** provisions of Section 2000(e) of Chapter 21, Title 42 of the United States Code and Federal Executive Order No. 11246 as amended by Executive Order No. 11375, the bidder is compliant with all Equal Employment Opportunity Commission ("EEOC") requirements.

**(B)** The undersigned certifies that, pursuant to the **Illinois Human Rights** Act provisions of Section 775 ILCS 5/2-105,the bidder complies with and certifies that it is in compliance with all equal employment practice requirements contained therein, and that it has adopted a written sexual harassment policy that meets the minimum requirements.

**(C)** The undersigned certifies that, pursuant to the **State of Illinois Law** provisions of Section 720 ILCS 5/33E prohibiting Bid-rigging or Bid-rotating, the bidder is not barred from bidding on this project, or entering into a contract for this project.

**(D)** The undersigned certifies that, pursuant to the **Illinois Department of Revenue Tax Laws** provisions of Section 65 ILCS 5/11-42.1-1, the bidder is not barred from doing business with any unit of local government in the State of Illinois as a result of a delinquency in payment of any taxes unless the bidder is contesting, in accordance with the procedures established by the appropriate statute, its liability for the tax or the amount of the tax.

**(E)** The undersigned certifies that, pursuant to the **Illinois Drug Free Workplace Act** provisions of Section 30 ILCS 580/3, the bidder deposes states and certifies that it will provide a drug free workplace, inclusive of all satellite locations as well as the City of St. Charles sites.

**(F)** The undersigned certifies that, pursuant to the **Illinois Prevailing Wage Act** provisions of Section 820 ILCS 130/0.01 et seq, the bidder, when required, is in compliance with all requirements of, including provisions as to wages, medical and hospitalization insurance and retirement benefits for those trades covered in the Act. Pursuant to **Illinois Public Act** provisions of Section 94-0515 and all provisions of the **Employee Classification Act**, provisions of Section 820 ILCS 185/1 et seq., said bidder agrees to submit certified payroll records as required.

**(G)** The undersigned certifies that, pursuant to the **Employment of Illinois Workers on Public Works Act** provisions of Section 30 ILCS 570/0.01, et seq., the bidder is in compliance with all requirements. Furthermore, the bidder certifies that it will demonstrate a good faith effort toward providing equal employment opportunities for City of St. Charles residents to work as crafts persons, consistent with the racial, ethnic, and gender demographics of the City's labor force.

**(H)** The undersigned certifies that, pursuant to the **National Security/USA Patriot Act** as defined in Presidential Executive Order 13224, the bidder and all affiliated parties, are not working for or with, nor acting on behalf of, a Specially Designated National and Blocked Person.

**(I)** The undersigned certifies that they have not colluded with or participated in any **unethical practices** with any person, firm or employee of the City of St Charles which would in any way be construed as an unethical business practice.

**Check One:**

☐ **There are no conflicts of interest** and in the event that a conflict of interest is identified anytime during the duration of this award, or reasonable time thereafter, you, your firm or your firm's ownership, management or staff will immediately notify the City of St. Charles in writing.

☐ **There is an affiliation or business relationship** between you, your management or staff, your firm or your firm's ownership, and an employee, officer or elected official of the City of St. Charles who makes recommendations to the City of St. Charles with respect to expenditures of money, employment, and elected or appointed positions. Provide on a separate letter included with your response any and all affiliations or business relationships that might cause a conflict of interest or a ny potential conflict of interest. Include the name of each City of St Charles affiliate with whom you, your firm or your firm's ownership, management or staff has an affiliation or a business relationship.

**Company Name** _____ **Signature** _____ **Date**_____

# Service Provider Response Requirements

**This, and the attached answers, is page #5 of your response.**

## Landscape Design for Electric Services & Environmental Services Facilities #1011

**Please provide the below information in the order requested, identifying each section number.**

Summary Page

1. Summarize the main points contained in your response and the reasons why your organization is the best fit for this project.

Company Profile (not to exceed 3 pages)

2. Please describe your organization's history and services. Descriptions of history and services must specifically relate to landscape design.
3. How many years has your firm been in business under this name? How many years has your firm been in business under: Any other name? Other ownership? Provide details.
4. What is the value of the firm's work: Completed in the past 12 months? Now under contract?
5. What is the number of clients in your firm: Serviced in the past 12 months? Now under contract?
6. Evidence of Financial Stability to fund this project and any and all continuing services this project may require: i.e. Annual Report; D&B Report, Credit Reference, Letter from Bank

Qualifications and Experience

7. Document and describe successful experience developing a comprehensive landscape plans for public infrastructure.
8. Describe past success achieved on landscape design that demonstrates use of best practices.
9. What licenses, credentials, awards etc. support your position in this industry?
10. How do you measure and recognize quality in landscape design?

References

11. List of references from similar projects in size and scope within the past five (5) years. Include contact information (name, title, e-mail address, and phone #) for the individual who oversaw the quality of the work and authorized payment. Include project name and dates of service.
12. References within the greater Chicago area preferred.

Project Approach

13. Describe the methodology your organization will use to develop the project Deliverables and to manage this project.

Project Staffing

14. Describe the staffing plan you intend to implement for this project. Please provide professional background and qualifications for team members who will be assigned to this project.

City Resources

15. What specific background, information, documents or qualifications do you expect from City team members.

Proposed Project Schedule

16. Describe the proposed timeline for completion of expected Deliverables. Include time commitments expected from City team members.
17. Present a preliminary schedule, identify meetings and milestones.

Safety Risk

18. Certificate of Insurance

19. A brief explanation of the following:
    a. A time your organization failed to complete a contract
    b. Bankruptcy or reorganization
    c. Judgment claims or law suits against the firm: Awarded and Pending within past five (5) years

Other Services

20. What other services does your firm offer that the City of St. Charles may be interested in?

Samples of Past Projects

21. Samples of past designs of similar size and scope.

| | |
|---|---|
| ST. CHARLES SINCE 1834 | **Customized Mailing Label For Sealed Submittal** |
| | **Landscape Design for Electric Services & Environmental Services Facilities #1011** |

- Cut along outer border and affix this mailing label to the envelope of your sealed susbmittal.
- Record your firm's name in the space provided.

| | |
|---|---|
| ST. CHARLES SINCE 1834 | **Sealed Submittal** |
| | **Landscape Design for Electric Services & Environmental Services Facilities #1011** |

**DUE: Thursday, January 24, 2019**
**Prior to: 8:00 AM**

**FROM:**

| | |
|---|---|
| Firm Name | |

**TO:**

**Receptionist / City Hall**

**City Of St Charles**

**2 East Main Street**

**St Charles, Il 60174**

# St. Charles Agreement for Professional Service
## Landscape Design for Electric Services & Environmental Services Facilities

This agreement for professional services (**"Agreement"**) has been awarded on _____, 20____ by City Council and is between the City of St. Charles, an Illinois home rule municipal corporation (**"City"**), located at 2 East Main Street; St. Charles, Illinois 60174 and _____ (**"Professional Service Provider")** (Inc/LLC/Co/sole proprietorship), located at _____. City and Professional Service Provider are at times collectively referred to hereinafter as the "Parties."

**RECITALS**

**Whereas**, the City issued Request for Proposal #1011 (**Solicitation**) for professional services entitled **Landscape Design for Electric Services & Environmental Services Facilities** (**"Project"**);

**Whereas**, the Professional Service Provider submitted an offer **(Offer)** in response to the Solicitation and the Professional Service Provider represents that it is ready, willing and able to perform the services specified in the project;

**Whereas**, the Offer was found to meet the City's requirements as specified in the solicitation;

**Whereas**, the City awarded the Professional Service Provider the Project, inclusive of the following locations / phases in a total amount not to exceed $_____; [Locations not listed have not been awarded.]

Now therefore, in consideration of the foregoing and for the mutual promises hereinafter set forth and for other good and valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows to the following terms and conditions:

**Article 1: Contract Documents**

**A. Incorporated Documents.** The Contract documents consist of this Agreement and the following attached exhibits. These attachments along with this Agreement represent the entire integrated Contract between the parties and supersede any and all prior negotiations, representations or agreements, written or oral.

a. The City's Purchase Order document, to be generated as the Work May Proceed document upon contract execution, is incorporated as the first page of this Contract and said Purchase Order Number will become the identification number for this contract and thus must be referenced on all related documents, inclusive of invoices.

b. The City's solicitation and all related documents is attached as **Exhibit A**

c. The Professional Service Provider's offer and all related documents is attached as **Exhibit B**

d. Insurance Coverage for Professional Service Provider is attached as **Exhibit C**

e. Change Order Form, which is the sole vehicle authorized to amend contract, is attached as **Exhibit D**

**B. Controlling Document.** In the event of a conflict between this Agreement and any attachment or exhibit, the provisions of this Agreement shall control.

**Article 2: Services Contracted**

**A. Scope of Services.** Professional Service Provider shall provide awarded Services in accordance with the Project Requirements stated within the City's Solicitation [**Exhibit A**], and the Offer submitted by the Professional Service Provider [**Exhibit B**].

a. **Truthful and Accurate.** Professional Service Provider represents that such material and information furnished in connection with the Solicitation and this Contract is truthful and accurate.

b. **Necessary Documentation.** Professional Service Provider acknowledges that it has furnished exhibits, as listed previously, and will continue to furnish requested and necessary documentation, including but not limited to certifications, affidavits, reports and other information.

c. **Ownership of Project Documents.** All drawings, specifications, reports, and any other project documents prepared by the Professional Services Provider in connection with any or all of the project services shall be delivered to the City for the expressed use of the City. The Professional Services Provider does have the right to retain original documents, but shall cause to be delivered to the City such quality or documents so as to assure total reproducibility of the documents delivered. All information, worksheets, reports, design calculations, plans, and specifications shall be the sole property of the City unless otherwise specified within this negotiated Contract. The Professional Services Provider agrees that the basic survey notes and sketches, charts, computations, and other data prepared or obtained by the Professional Services Provider pursuant to the Contract will be made available, upon request, to the City without cost and without restriction or limitations as to their use. All field notes, test records, and reports shall be available to the City upon request.

**B. Status of Independent Professional Service Provider.** Both City and Professional Service Provider agree that Professional Service Provider will act as an Independent Professional Service Provider in the performance of the Project. Accordingly, the Independent Professional Service Provider shall be responsible for payment of all taxes including federal, state, and local taxes arising out of the Professional Service Provider's activities in accordance with this Contract, including by way of illustration but not limitation, federal and state income tax, social security tax, and any other taxes or license fees as may be required under the law. Professional Service Provider further acknowledges under the terms of this Contract, that it is not an agent, employee, or servant for the City for any purpose, and that it shall not hold itself out as an agent, employee, or servant of the City under any circumstance for any reason. Professional Service Provider is not in any way authorized to make any contract, agreement or promise on behalf of the City, or to create any implied obligation on behalf of City, and Professional Service Provider specifically agrees that it shall not do so. City shall have no obligation to provide any compensation or benefits to Professional Service Provider, except those specifically identified in this Contract. City shall not have the authority to control the method or manner by which Professional Service Provider complies with the terms of this Contract.

**Article 3: Term**

**A. Term.** This Contract becomes effective upon the latter of the date accepted and signed by the City and the date accepted and signed by the Professional Service Provider and terminates upon completion of Project as defined in writing by the City. Alteration in termination may occur prior to completion of Project in accordance with the following conditions.

**B. Termination of Contract.** The City has the right to terminate this Contract, in whole or in part at any time. Written notice of termination is to be served by the City to the Professional Service Provider's principal or Professional Service Provider's agent personally or by certified or registered mail, return receipt requested. In the event of termination, the City shall pay the Professional Service Provider for satisfactory services performed as of the effective date of termination. The effective date of termination releases the City from any obligations under this Contract. Professional Service Provider shall deliver to the City any finished and unfinished documents, drawings, studies and reports related to the Project. All such documents, studies and reports shall become the property of the City. The City may terminate this Contract, or any portion of it , as is reasonably necessary in accordance with the following conditions:

a. **Substitution of Key Personnel.** Should any of the key personnel identified in the offer become unavailable to work on the project; and should no temporary replacement personnel be provided within 24 hours following the commencement of the subject key personnel's unavailability; and/or should no

permanent substitute personnel reasonably satisfactory to the City be provided within thirty (30) days of key personnel's unavailability; the City may, at its election, declare breach of contract and terminate the contract for non-performance.

b. **Non-performance.** Non-adherence to the terms of this Contract and its incorporated documents on the part of the Professional Service Provider is grounds for termination of the Contract. The City will notify the Professional Service Provider in writing with a 24 hour notice specifying the effective date of termination. In the event of termination due to non-performance on the part of the Professional Service Provider, the City has the authority to contract with an alternate Professional Service Provider to complete this Contract. The Professional Service Provider shall be liable to the City for all incidental and consequential expenses incurred in procuring and securing an alternate Professional Service Provider, including any loss due to alternate Professional Service Provider compensation. The City may deduct expenses and loss, due to breach, from payment to the Professional Service Provider for services already performed. Failure to deduct expenses and losses from the City's payment to the Professional Service Provider does not relieve the Professional Service Provider from the Terms of this condition nor bar the City from seeking alternative legal remedies.

c. **Unappropriated Funds.** If sufficient funds have not been appropriated to cover the estimated requirement of this Contract, the City may terminate this Contract. The City may terminate for unappropriated funds by serving the Professional Service Provider with a fourteen (14) day written notice specifying the effective date of termination. On that specified termination date, this Contract and all contractual obligations will end. If this Contract is terminated by the City for unappropriated funds after performance by the Professional Service Provider has commenced, the termination date controls the final invoice by the Professional Service Provider for previous services under this Contract. The termination date controls all payment obligations of the City to the Professional Service Provider. Payment by the City to the Professional Service Provider upon termination for unappropriated funds constitutes full satisfaction for services rendered.

d. **Convenience.** Termination for convenience does not necessitate a reason. The city may terminate for convenience by serving the Professional Service Provider with a seven (7) day written notice specifying the effective date of termination. On that specified termination date, this Contract and all contractual obligations will end. If this Contract is terminated by the City for convenience, the termination date controls the final invoice by the Professional Service Provider for previous services under this Contract. The termination date controls all payment obligations of the City to the Professional Service Provider. Payment by the City to the Professional Service Provider upon termination for convenience constitutes full satisfaction for services rendered.

e. **Force Majeure.** A party shall not be held liable for failure of or delay in performing its obligations under this Contract if failure of delay is a result of an event of outside force, including a natural disaster, "Act of God", act of war, act of terrorism, government sanction or strike that could not be foreseen or avoided by prudence. Once performance is delayed by this event of outside force, the non-performing party must make every reasonable attempt to minimize delay. Once performance has been delayed one-hundred and twenty (120) days, performance is considered impracticable due to impossibility, and either party may terminate this Contract.

**Article 4: Compensation**

A. **Price.** The City shall pay the Professional Services Provider for Services in accordance with the amounts set forth in the Offer. [**Exhibit B**] The maximum price stated on page 1 may not be increased unless the City's Project Manager is provided with supporting documentation to warrant a change, and if upon review and acceptance, a

written change order is approved. All change orders shall be by written schedule on a City Change Order form [**Exhibit D**], and shall be attached as an amendment to this Contract.

B. **Invoicing.** Professional Service Provider shall submit an itemized invoice with all supporting documentation as required by the City. Supporting documentation may include, but is not limited to: a supporting schedule of hours worked making explicit the percentage of completion of services as of the date of the invoice; receipts for travel, postage, duplication, subcontracted services; supplier's invoices to justify material mark-up; certified payroll; waivers of lien; and supplier's invoices to justify material mark-up.

C. **Invoice Submittals.** All invoices must be submitted directly to AccountsPayable@stcharlesil.gov. Invoices submitted in any other manner will result in a delay of payment to the Professional Service Provider.

D. **Payment.** The City shall make all payments in accordance with the Illinois Local Government Prompt payment Act or Professional Service Provider's invoice, whichever is more favorable to the City.

   a. **Schedule of Payment.** The City shall make all payments on the basis of approved invoices and supporting documents. The City shall use its best efforts to make payments within thirty (30) days after review and approval of the invoice. Each payment requires City Council's approval of the Expenditure Approval List which occurs at publicly scheduled meetings.

   b. **Non-Payment.** All invoices must be submitted to the City within two (2) months of the Professional Service Provider's final performance on this Contract. The City shall not pay any invoices submitted in excess of two (2) months from the date of last service performed per this Contract.

**Article 5: Duties**

**A. Consent and Approvals.** The City and the Professional Service Provider represent and warrant to each other that each has obtained all the requisite consents and approvals, whether required by internal operating procedures or otherwise, for entering into this Contract and its contemplated undertakings.

**B. Insurance.** The Professional Service Provider shall, during the entire term of this Contract, maintain, at a minimum, the insurance minimums as specified in the Solicitation and under the terms stipulated In **Exhibit C**.

**C. Standard of Performance.** Professional Service Provider warrants that the service provided, under the fully incorporated Contract, by the Professional Service Provider and any and all employees, agents, Professional Service Providers, or subcontractors is performed by individuals who are authorized under all applicable licenses and certifications, and who have completed the requisite training as required by industry standards, professional standards, manufacturers' requirements, and statute. Performance by these parties shall be with the degree, skill, care and diligence customarily required of a professional performing services of comparable scope, purpose and magnitude and in conformance with the applicable industry standards. The Professional Service Provider and its employees, agents, Professional Service Providers, or subcontractors shall perform in strict compliance with the laws and regulations of the City, State, and federal government.

**D. Best Efforts.** The Professional Service Provider shall use its best efforts to assure timely and satisfactory rendering and completion of services under this Contract. The Professional Service Provider shall remain solely responsible for the professional and technical accuracy of all services and deliverables furnished, whether such service is rendered by the Professional Service Provider or others on its behalf including, and without limitation, subcontractors, employees, agents, manufacturers, suppliers, fabricators, and consultants. The Professional Service Provider is not to be relieved from its duty to use best efforts, pursuant to the Contract, by the City's review, approval, acceptance, or payment for any of the agreed to services. Any change to the character, form quality or extent of the Project shall be in writing on a City Change Order form [**Exhibit D**], and attached as an addendum to this Contract.

**E. Non-disclosure.** The Professional Service Provider, its employees, agents, consultants, or subcontractors may have access to the City's confidential information during performance of this Contract. Confidential information includes, but is not limited to, methods, processes, formulas, compositions, systems, techniques, computer

programs, databases, research projects, resident identification and contact information, financial data, and other data. The Professional Service Provider shall not directly or indirectly use, disclose or disseminate confidential information to any third party for any purpose other than a purpose explicitly allowed for in this Contract and its integrated documents.

**F. No Duty.** The Professional Service Provider shall not imply any authority to act as an agent of the City. The Professional Service Provider's duties to the City are limited by express authorization under this Contract and by statute.

**G. Hold Harmless and Indemnification.**

a. **Patents and Copyrights.** Professional Service Provider warrants that all products used or provided in the fulfillment of this Contract will not infringe on any United States or foreign patent. Professional Service Provider shall indemnify the City against any and all judgments, decrees, legal fees, costs and expenses resulting from such alleged infringement. Professional Service Provider will, upon request of the City and at the Professional Service Provider's own expense, defend any suit or action which may be brought against the City by reason of any alleged infringement of any patent or copyright in the sale or use of products provided to the City by the Professional Service Provider.

b. **Loss and Liability.** The Professional Service Provider shall hereby defend and indemnify the City, its directors, agents, officers, employees, and elected officials from and against any and all liabilities, losses, claims, demands, damages, costs, fines, penalties, expenses, judgments, and settlements, including, but not limited to, reasonable attorneys' fees and costs of litigation, and any and all causes of action of any kind or character, that may be incurred as a result of bodily injury, sickness, death, or property damage or as a result of any other claim or suit arising out of or connected with, directly or indirectly, the negligent acts, errors, omissions, or intentional acts or omissions of any agent, employee, subcontractor, Professional Service Provider, or contractor hired to provide any goods or perform any services on behalf of the Professional Service Provider.

**Article 6: Policies**

**A. Illinois Freedom of Information Act.** The Professional Service Provider acknowledges the requirements of the Illinois Freedom of Information Act (FOIA). Professional Service Provider agrees to comply with all requests made by the City for public records (as defined in FOIA § 2(c)) in the undersigned's possession and/or their subcontractors/suppliers possession.

a. **Timeliness.** The Professional Service Provider shall provide the requested public records to the City within two (2) business days of the City's request.

b. **Free of Charge.** The Professional Service Provider agrees not to apply any costs or charge any fees to the City for the procurement of the requested records pursuant to a FOIA request.

c. **Hold Harmless.** Should the Professional Service Provider deny the City's request unlawfully or request that the City utilize a lawful exemption available under FOIA, Professional Service Provider agrees to pay any and all costs connected with the defense of the Professional Service Provider's denial. All costs include reasonable attorney and witness fees, filing fees and other expenses related to the defense of a complaint. The Professional Service Provider agrees to indemnify the City against any and all claims, costs, penalties, losses and injuries arising out of or relating to its failure to provide the requested public records to the City under this Contract.

**B. Discrimination Prohibited.**

a. **Equal Employment Opportunity.** Professional Service Provider shall comply with all rules and regulations pertaining to public contracts adopted by the State and the City. The City is an equal opportunity employer.

b. **ADA.** Professional Service Provider shall be in compliance with current applicable regulations of the Americans with Disabilities Act.

**Article 7: Changes to Contract**

A. **Changes and Alterations**. Any changes or alterations to this Project affecting, inclusive of but not limited to: scope, cost, terms, milestones, deadlines or other significant factors shall be integrated in writing on a City of St. Charles Change Order form. [**Exhibit D**]

B. **Extension or Renewal of Contract.** The City at its option may extend this Contract for an additional to be determined term if the Professional Service Provider either reduces his price, or holds firm to the proposal prices, conditions and specifications.

C. **Assignment.** Professional Service Provider shall not assign, transfer, or subcontract this Contract, in whole or in part, without prior written consent of the City.

D. **Notification.** All notification under this Contract shall be made as follows:

a. **If to the City**

City of St. Charles
Attn: Procurement Division Manager
2 East Main Street
St. Charles, IL 60174
Fax: 630.377.4487
Email: Procurement@stcharlesil.gov
Phone: 630.762.6936

**If to the Professional Service Provider**

b. **With electronic copies to**

Procurement Division Manager: Procurement@stcharlesil.gov
Project Manager; Electric Services Manager; Thomas Bruhl; tbruhl@stcharlesil.gov

**Article 8: Applicability**

A. **Other Entity Use.** The Professional Service Provider may, upon mutual agreement with any municipality or governmental unit, permit that unit to participate in this Contract for substantially similar consulting services under the same or more favorable price, terms and conditions.

B. **Waiver.** Any failure of either the City or the Professional Service Provider to strictly enforce any terms, right, or condition of this Contract, whether implied or expressed, shall not be construed as a waiver of such term right or condition.

C. **Severability.** If any provision of this Professional Service Provider is held to be illegal, invalid, or unenforceable, such provision shall be fully severable, and this Contract shall be construed and enforced as if such illegal, invalid, or unenforceable provision were never a part hereof; the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance; and in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as part of this Contract, a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and legal, valid and enforceable.

D. **Governing Jurisdiction.** The parties agree that any disputes, disagreements, or litigation arising from this Contract, between or amongst them, will be heard and resolved exclusively in the courts of the 16th Judicial Circuit, Kane County, Illinois.

E. **Governing Law.** The parties agree that the laws of the State of Illinois govern this Contract.

In Witness Whereof, the parties have entered into this Contract upon the latter of the date accepted and signed by the City and the date accepted and signed by the Professional Service Provider.

**For: City of St. Charles**

By: _____
Mark Koenan; City Administrator

ATTEST_____

DATE_____

_____
Joan M. Schouten; Procurement Division Manager

**For: Professional Service Provider**

***If an Individual***

By: _____
Signature

_____
Title

***If a Partnership***

By: _____
Signature

_____
Title

By: _____
Partner

***If a Corporation***

By: _____
Signature of person authorized to sign

_____
Title

ATTEST_____

***If a Joint Venture***

By: _____
Signature

_____
Title

By: _____
Signature

_____
Title

DATE_____

# Insurance Requirements for Professional Services

**Exhibit C1**

Prior to commencement of Professional Services governed by contract between the City of St. Charles **(City)** and the Professional Service Provider **(Insured)**, the Professional Service Provider and each of its subcontractors, consultants and agents hired to provide the services for the Project, shall provide the City with satisfactory evidence of insurance coverage.

**1.** At Insured's expense, Insured shall hereby secure and maintain project insurance of the following kinds and limits set forth to protect the City from and against any and all damages, claims, lawsuits and losses which may occur or arise out of the Insured's work on behalf of the City. The project Insurance shall remain in effect throughout the duration of the entire Contract.

**2.** Insured shall furnish Certificates of Insurance, Endorsements, and Waiver of Subrogation to the City, inclusive of the Additional Insureds, with its submittal of signed contract.

a. Worker's Compensation and General Liability Waiver of Subrogation in favor of the City.

**3.** All insurance policies must be written with insurance companies approved by the City, licensed to do business in the State of Illinois, and have a rating of not less than A- VI, according to the latest edition of the A.M. Best Company.

**4.** The City may inspect any and all policies of insurance at any time. If requested, Insured will give the City a copy of the insurance policies. The policies must be delivered to the City within two (2) business days of the request.

**5.** Insured agrees to obtain and maintain an insurance policy, including coverage with limits not less than those exhibited on the following page (or greater if required by law):

a. All Commercial General Liability policies must include Blanket Contractual coverage and Broad Form Vendor's Liability coverage.
b. Contractual and other Liability Insurance provided under this Contract shall not contain a supervision inspection or engineering services exclusion that would preclude the city from supervising or inspecting the project to the end result. The Professional Service Provider shall assume all on-the-job responsibilities as to the control of persons directly employed by it.

**6.** The City reserves the right to increase the aforementioned limits of Liability Insurance required of insured depending on, but not limited to: the size and scope of the particular project, or the level of financial exposure, or operational risk to the City.

**7.** Insured shall include the City as a primary, non-contributory additional named insured on both the General and Auto Liability Insurance policies and reflect the same language on its Certificate of Insurance provided to the City.

a. Additional Insured and Broad Form Vendors' Liability in favor of the City.

If Insured fails to comply with the insurance requirements contained herein, all the City's obligations under the Agreemen will terminate.

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

| PRODUCER | CONTACT NAME: | |
|---|---|---|
| | PHONE (A/C, No, Ext): | FAX (A/C, No): |
| | E-MAIL ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : | |
| INSURED Sample | INSURER B : | |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | X COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE X OCCUR | X | X | Policy Number | eff date | exp date | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 50,000 |
| | | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | POLICY X PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | X ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | X | | Policy Number | eff date | exp date | BODILY INJURY (Per accident) | $ |
| | X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | X UMBRELLA LIAB / X OCCUR | | | | | | EACH OCCURRENCE | $ 1,000,000 |
| | EXCESS LIAB / CLAIMS-MADE | | | Policy Number | eff date | exp date | AGGREGATE | $ 1,000,000 |
| | DED / RETENTION $ | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | X PER STATUTE / OTH-ER | |
| | ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) | N / A | X | Policy Number | eff date | exp date | E.L. EACH ACCIDENT | $ 500,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 500,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 500,000 |
| | Professional Liability | | | | eff date | exp date | Limit: | $1,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Re: Project Name, Project Number
The City of St. Charles and any official, trustee, director, officer or employee of the City (plus holder or mortgagee as designated by the City), are added as Additional Insureds, when required by written contract, on the General Liability and Auto Liability on a primary and non-contributory basis with respect to operations performed by the Named Insured in connection with this project.
A Waiver of Subrogation in favor of the Additional Insureds applies to the Workers' Compensation and General Liability policies, when required by written contract and where allowed by law.
The General Liability policy shall not contain exclusions for bodily injury or property damage arising out of Explosion Hazard, Collapse Hazard, or Underground Hazard work.
The Umbrella must follow form over the underlying liability with regards to coverage terms and conditions, Additional Insured, and Waiver of Subrogation.

**CERTIFICATE HOLDER**

City of St. Charles
2 E. Main St.
St. Charles, IL 60174

**CANCELLATION**

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

**AUTHORIZED REPRESENTATIVE**

Signature

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